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PATENT AND TRADEMARK OFFICE

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TECHNOLOGY CENTER R3700

TRANSMITTAL LETTER FOR POWER OF ATTORNEY BY ASSIGNEE and 3.73(b) STATEMENT

Application Number 09/738,234	Filing Date December 15, 2000	Examiner Clark F. DEXTER	Art Unit 3724
Invention Title COUNTER TOP TICKET DISPENSER, DISPLAY, AND WRITING STAND	Inventor(s) Brian J. ROBERTS et al.		

Address to:

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to:
Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on
Date: Sept. 8, 2004
Signature: Andrew L. Reibman (Reg. No. 47,893)

SIR:

Transmitted herewith for filing in the above-identified patent application is a Power of Attorney by Assignee of Entire Interest (Revocation of Prior Powers and Appointment of New Power), attached hereto as Exhibit A. In accordance with MPEP 324 and 37 C.F.R. 3.73 (b) the following statement and attached documents show the assignee's title to the present application.

Applicant submits a copy of an Assignment, attached hereto as Exhibit B, executed by the inventors of the above-identified application on September 8, 1999, assigning the above-captioned application to On-Point Technology Systems, Inc. The Assignment was submitted for recordation to the U.S. Patent and Trademark Office on July 2, 2001.

Applicant also submits a copy of a Merger document, attached hereto as Exhibit C, executed by On-Point Technology Systems, Inc. on June 1, 2001, which merges On-Point Technology Systems, Inc. with and into Interlott Technologies, Inc. The Merger was submitted for recordation to the U.S. Patent and Trademark Office on June 19, 2001.

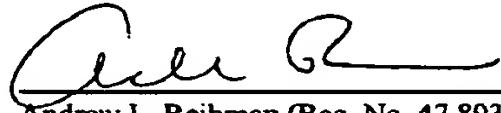
Applicant also submits a copy of a Merger document, attached hereto as Exhibit D, executed by GTECH Corporation on December 1, 2003 which merges Interlott Technologies, Inc. with and into GTECH Corporation. The Merger is submitted for recordation to the U.S. Patent and Trademark Office concurrently under separate cover.

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Accordingly, GTECH Corporation is the owner of the entire right, title and interest in,
to and under the invention described and claimed in the above-identified patent application.

KENYON & KENYON

Dated: Sept. 8, 2004

By: 
Andrew L. Reibman (Reg. No. 47,893)

One Broadway
New York, N.Y. 10004
(212) 425-7200 (telephone)
(212) 425-5288 (facsimile)
Customer No. 26646

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TECHNOLOGY CENTER 3700

**POWER OF ATTORNEY BY ASSIGNEE
OF ENTIRE INTEREST (REVOCATION OF
PRIOR POWERS AND APPOINTMENT OF
NEW POWER)**

Application Number 09/738,234	Filing Date December 15, 2000	Examiner Clark F. DEXTER	Art Unit 3724
Invention Title COUNTER TOP TICKET DISPENSER, DISPLAY, AND WRITING STAND	Inventor(s) Brian J. ROBERTS et al.		

Address to:
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

All powers of attorney previously given are hereby revoked and the following attorneys and/or agents are hereby appointed to prosecute and transact all business in the Patent and Trademark Office connected therewith:

Thomas J. Meloro (Reg. No. 33,538)
Gerard A. Messina (Reg. No. 35,952)
Andrew L. Reibman (Reg. No. 47,893)

SEND CORRESPONDENCE, AND DIRECT TELEPHONE CALLS TO:

Andrew L. Reibman, Esq.
KENYON & KENYON
One Broadway
New York, New York 10004
(212) 425-7200 (phone)
(212) 425-5288 (facsimile)
CUSTOMER NO. 26646

The undersigned is authorized to execute this document on behalf of the applicant:

GTECH Corporation

Date: August 30, 2004

By: Martin Ahlijanian
Name: Martin J. Ahlijanian
Title: Assistant Secretary

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EXPRESS MAIL NO. 1
From PTO-1593
(Rev. 6-98)
OMB No. 0651-0011 (Exp. 4-94)

RECORDA
PA

07-12-2001

U.S. DEPARTMENT OF COMMERCE
Trademark Office

To The Honorable Commissioner of Patents and Trademarks

101774518

copy(ies) thereof.

1. Name of conveying party(ies):

BRIAN J. ROBERTS
DAVID B. PETCH

Additional name(s) of conveying party(ies) attached? Yes No

2. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 8, 1999

3. Name and address of receiving party(ies):

Name: On Point Technology Systems

Internal Address:

Street Address: 1370 San Marcos Blvd.
City: San Marcos State: CA Zip: 92069

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/738,234

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Keith R. Haupt, Esquire

Internal Address:

WOOD, HERRON & EVANS, L.L.P.
2700 Carew Tower
Cincinnati, OH 45202-2917

Street Address: 441 Vine Street

City: Cincinnati State: OH Zip: 45202-2917

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):\$40.00

Enclosed
 Authorized to be charged to deposit account
(If deficiencies occur)

8. Deposit Account Number: 23-3000

(Attach duplicate copy of this page if paying by deposit account)

07/12/2001 031745 00000130 09738234

01 E5B1

\$40.00 SP

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Keith R. Haupt

Keith R. Haupt

July 2, 2001

Reg. No. 37,638

Signature

Date

Total number of pages comprising cover sheet, attachments, and document(s): 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

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Whitman Breed Abbott & Morgan
LLC
File No. 3345-2210
Serial No.
Filing Date

ASSIGNMENT

We, Brian J. Roberts and David B. Petch, who reside respectively at: 3559 Ames Place, Carlsbad, CA 92008, and 5425 Calumet Drive, La Jolla, CA 92037, respectively, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled: **TICKET DISPENSING DEVICE, INSTALLATION AND DISPLAYS**, which application was executed by us on even date herewith,

and On Point Technology Systems, whose address is 1370 San Marcos Boulevard - San Marcos, CA 92069, and which, together with its successors and assigns is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs and legal representatives, as well as ourselves to do, upon Assignee's request and at its expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the

387145-v1 0071020-0037

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said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us or our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs or legal representatives and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

The effective date of this instrument is the 8th day of Sept, 1999.

In testimony of which we have affixed our signatures.

Brian J. Roberts
Brian J. Roberts

David B. Petch
David B. Petch

State of California)

County of SAN DIEGO) ss.:

On this 8 day of SEPT 1999 before me
appeared, Brian J. Roberts, to me known and known to me to be
the person described in and who executed the foregoing instrument
and he acknowledged the same to be his free act and deed.

Lisa S. Hounsell
Notary Public

(OFFICIAL SEAL)



State of California)

County of SAN DIEGO) ss.:

On this 8 day of SEPT 1999 before me
appeared, David B. Petch to me known and known to me to be
the person described in and who executed the foregoing instrument
and he acknowledged the same to be his free act and deed.

Lisa S. Hounsell
Notary Public

(OFFICIAL SEAL)



- 2 -

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EXHIBIT 1

Continuation of Item 4A

Patent Applications

<u>Serial No.</u>	<u>Filing Date</u>
09/238,682	01/26/99
09/570,227	05/12/00
09/152,015	09/11/98
09/385,336	08/30/99
09/934,660	09/13/99
09/636,450	04/14/98
09/128,406	08/03/98
09/738,234	12/15/00
29/135,672	01/16/01
29/135,702	01/16/01
09/828,643	04/06/01

K:\IN\LO26\exhibit 1.wpd

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EXHIBIT 2

Continuation of Item 4B

Issued Patents

<u>Patent No.</u>	<u>Issue Date</u>
5,772,510	06/03/98
5,222,624	06/29/93
5,160,076	11/03/92
Des. 428,060	07/11/00
Des. 369,622	05/07/96
Des. 441,227	05/01/01

ASSIGNMENT
OF
PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS (the "Assignment") is made as of June 1, 2001 by ON-POINT TECHNOLOGY SYSTEMS, INC., a Nevada corporation (the "Assignor"), to INTERLOTT TECHNOLOGIES, INC., a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of February 23, 2001 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor is required to assign all Proprietary Rights (as defined in the Agreement), including those listed on Exhibit A hereto;

WHEREAS, pursuant to and on the terms and conditions set forth in the Agreement, all right, title and interest of the Assignor in the Proprietary Rights are to be assigned to the Assignee in exchange for the consideration specified in the Agreement; and

WHEREAS, the execution and delivery of this Assignment for the purpose of effecting such assignment of the Proprietary Rights has been authorized in all respects, as required by law and by the Agreement, by all necessary corporate action of the Assignor and the Assignee.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. Assignment of Proprietary Rights. Pursuant to the aforementioned authorization and the consideration stated in the Agreement, the Assignor by this instrument does convey, grant, bargain, sell, transfer, set over, assign, release, deliver and confirm unto the Assignee and its successors and assigns all of its right, title and interest in and to the Proprietary Rights. The Assignor hereby makes such warranties, representations, covenants and indemnities with respect to the Proprietary Rights as are set forth in the Agreement.

2. No Implied Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the parties hereto, or their

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respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

3. Further Assurances. Assignor hereby acknowledges and agrees that, at Assignee's request and without further consideration, Assignor shall execute, acknowledge and deliver any further documents and instruments and perform any further acts that Assignee requests to vest in Assignee all of Assignor's interest in and to the Proprietary Rights, including without limitation any filings or documentation required by the United States Patent and Trademark Office.

4. Power of Attorney. Assignor hereby appoints and constitutes Assignee as Assignor's attorney-in-fact to act for Assignor and in its name, place and stead, but for Assignee's own benefit, to assert or enforce any of Assignor's rights, title or interest in the Proprietary Rights, including without limitation bringing suit for past infringement thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed in their respective names, all on the day and year first above written.

ON-POINT TECHNOLOGY SYSTEMS, INC.

By: 

Printed Name: Fredrick Sandman

Title: CEO

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Issued Patents

Title	Ref. No.	Patent No.	Country	Issue Date	Comment
Lottery Ticket and System		5,772,510	U.S.	06/03/98	OK
Ticket Dispenser Machine and Method (Windows)	3345-2050	5,222,624	U.S.	06/29/93	OK
Ticket Dispenser Machine and Method (Windows)	3345-2051	2,010,273	Canada	7/21/98	OK
Ticket Dispensing Device and Method-Model 7000	3345-2010	5,160,076	U.S.	11/03/92	OK
Ticket Dispensing Device and Method-Model 7000	3345-2015	2,078,145	Canada	08/25/98	OK
Ticket Dispensing Device and Method-Model 7000	3345-2014.2	691 30 420,3-08	Germany	10/28/98	OK
Ticket Dispensing Device and Method-Model 7000	3345-2014.3	0 521 056	France	10/28/98	OK
Ticket Dispensing Device and Method-Model 7000	3345-2014.1	0 521 056	U.K.	10/28/98	OK
Ticket Dispensing Device and Method-Model 7000	3345-2011	UM-69513	Taiwan	12/12/92	OK
Ticket Dispensing Device and Method-Model 7000		172659	Austria	03/13/91	No Knowledge
Front Panel for Ticket Dispensing Machine	3345-2230	Des. 428,060	U.S.	07/11/00	OK
Ticket Dispensing Machine	3345-2081	Des. 369,622	U.S.	05/07/96	OK
Check Writer Design	3345-2211	Des. 441,227	U.S.	05/01/01	OK

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Title	Ref. No.	Serial No.	Country	Filing Date	Comment
Lottery Ticket and System Foreign Filing - U.S. Patent 5,772,510		PCT/US98/ 13078	PCT/Multi- National	06/23/98	OK
Lottery Ticket and System Foreign Filing U.S. Patent 5,772,510	9881641	Australia	06/23/98	OK	
Ticket Dispensing Modules and Method		9933883	Australia	04/09/99	No Knowledge Could be Canada above
R.A Jackpot Network	3345-7145 & 3345-2240	60/195,626 09/020,643	U.S.	04/06/2000 & 04/06/2001	OK
R.A Jackpot Network	3345-2241	Not Yet Known	PCT	04/06/01	OK

Registered Trademarks

Trademark	Ref. No.	Reg. No.	Country	Reg. Date	Comment
R MPR	3345-8035	1,952,658	U.S.	01/30/96	OK
R VTR	3345-8025	1,889,666	U.S.	04/18/95	Abandoned
R PTR	3345-8020	1,842,821	U.S.	07/05/94	Abandoned
R SUPER AGENT	3345-8010	1,784,454	U.S.	07/27/93	Abandoned
R ITR	3345-8000	1,698,906	U.S.	07/07/92	OK
R LEI	3345-8015	1,841,742	U.S.	06/28/94	Abandoned
R LEI	3345-8016	503,634	Mexico	09/15/95	OK
R LEI	3345-8017	740,164	Canada	11/17/95	OK

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Pending Trademark Applications

Trademark	Serial No.	Country	Filing Date
PLAYPOINT	75/621,218	U.S.	01/12/99 (allowed 08/15/00)
COUNTERPOINT	75/621,217	U.S.	01/12/99 (allowed 06/27/00)
Checkwriter	76/022,876	U.S.	04/10/00 (pending)

Copyright Registrations

Title	U.S. Reg. No.	Reg. Date
LOTTERY	TXU 475,663	6/21/91 - No Knowledge

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CERTIFICATE OF OWNERSHIP AND MERGER
OF
INTERLOTT TECHNOLOGIES, INC.
(a Delaware corporation)
INTO
GTECH CORPORATION
(a Delaware corporation)

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It is hereby certified that:

1. GTECH Corporation (hereinafter sometimes referred to as the "Corporation") is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of the stock of Interlott Technologies, Inc., which is also a business corporation of the State of Delaware.
3. On December 1, 2003, the Board of Directors of the Corporation adopted the following resolutions to merge Interlott Technologies, Inc. into the Corporation:

RESOLVED: That the Corporation be, and hereby is, authorized to enter into an Agreement and Plan of Liquidation by Statutory Merger (the "Plan of Merger"), which has been submitted previously to the Board of Directors, with Interlott Technologies, Inc., a Delaware corporation and a wholly-owned subsidiary of the Corporation, with such changes in text, form and terms as the officers herein authorized to execute the same shall deem necessary, desirable or proper (the execution and delivery of said Plan of Merger being conclusive evidence of the necessity, desirability or propriety thereof); and it is

RESOLVED: That Interlott Technologies, Inc. be merged into this Corporation, and that all of the assets, property, rights, privileges, powers and franchises of Interlott Technologies, Inc. be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by Interlott Technologies, Inc. in its name; and it is

RESOLVED: That this Corporation shall assume all of the obligations of Interlott Technologies, Inc.; and it is

RESOLVED: That this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware and by the laws of any other appropriate jurisdiction and

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will cause to be performed all necessary acts within the State of Delaware and within any other appropriate jurisdiction; and it is

RESOLVED: That any officer of the Corporation be, and hereby is, authorized to execute and deliver any and all other documents and to take any and all other action as such officer shall deem appropriate to effectuate the purposes of these resolutions; and any and all documents and agreements heretofore executed and acts heretofore done to effectuate the purposes of these resolutions are hereby in all respects ratified, confirmed and approved as the acts or acts of the Corporation; and it is further

RESOLVED: That the effective time and date of the Certificate of Ownership and Merger setting forth a copy of these resolutions, and the time and date when the merger therein provided for, shall become effective shall be as of 12:01 A.M. on December 28, 2003.

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Executed on December 1, 2003

GTECH CORPORATION

By: A. Bruce Turner
Name: A. Bruce Turner
Title: President & Chief Executive Officer

Delaware

The First State

PAGE 1

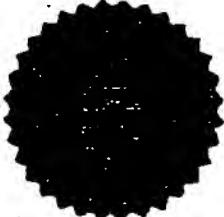
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"INTERLOTT TECHNOLOGIES, INC.", A DELAWARE CORPORATION, WITH AND INTO "GTECH CORPORATION" UNDER THE NAME OF "GTECH CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2003, AT 8 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2003, AT 12:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

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Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2859733

DATE: 01-08-04

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